

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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In re:	:	Chapter 11
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DOCUDATA SOLUTIONS L.C., <i>et al.</i> ,	:	Case No. 25-90023 (CML)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	X	

**NOTICE OF CURE AMOUNTS IN CONNECTION  
WITH EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**TO: ALL NON-DEBTOR COUNTERPARTIES TO THE DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES LISTED ON THE CONTRACT SCHEDULE ATTACHED HERETO**

Pursuant to the *Order (I) Conditionally Approving the Disclosure Statement; (II) Scheduling Combined Hearing to Consider (A) Final Approval of the Disclosure Statement and (B) Confirmation of Plan; (III) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (IV) Approving the Form and Manner of Notice of Combined Hearing and Objection Deadline; (V) Approving the Solicitation Procedures and Forms of Ballots, (VI) Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Cure Notice; and (VII) Granting Related Relief* [Docket No. 601] (the “**Solicitation Procedures Order**”)<sup>2</sup> entered by the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) on May 8, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”), hereby provide notice (this “**Cure Notice**”) that one or more of the Debtors is party to the contract(s) or lease(s) (each, an “**Executory Contract or Unexpired Lease**” and, collectively, the “**Executory Contracts and Unexpired Leases**”) listed on Exhibit A attached hereto (the “**Contract Schedule**”).

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY (A “CONTRACT PARTY”) TO ONE OR MORE EXECUTORY CONTRACTS OR UNEXPIRED LEASES, WITH ONE OR MORE OF**

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://omniagentsolutions.com/DocuDataSolutions>. The Debtors' mailing address for the purposes of these cases is 2701 E. Grauwlyer Road, Irving, TX 75061 USA.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Solicitation Procedures Order.

**THE DEBTORS AS SET FORTH ON THE CONTRACT SCHEDULE ATTACHED HERETO AS EXHIBIT A.<sup>3</sup>**

For each of the Executory Contracts and Unexpired Leases listed on the Contract Schedule, the Contract Schedule sets forth the amount the Debtors' records reflect is owing to cure any and all unpaid monetary obligations under such Executory Contract or Unexpired Lease as of the date of this Cure Notice (the "***Cure Amount***")<sup>4</sup> pursuant to section 365 of the Bankruptcy Code.

If the Contract Schedule lists a Cure Amount of \$0.00 for a particular Executory Contract or Unexpired Lease, the Debtors believe there is no cure amount outstanding for that Executory Contract or Unexpired Lease as of the date of this Cure Notice. If you agree with the Cure Amount associated with an Executory Contract or Unexpired Lease to which you are a party as of the date of this Cure Notice, you do not need to take any action.

If you disagree with the proposed Cure Amount, object to the proposed assumption of the Executory Contract(s) or Unexpired Lease(s) or object to the Debtors' ability to provide adequate assurance of future performance with respect to any Executory Contract(s) or Unexpired Lease(s), you must file an objection (a "***Cure Objection***") with the Court by the later of: (i) 4:00 p.m. (Prevailing Central Time) on June 11, 2025 or (ii) the 14th day after the date you are served with the Cure Notice (the "***Cure Objection Deadline***"). Any Cure Objection must (a) be in writing; (b) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof; (c) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of the Court; and (d) be filed with the Court so that it is **actually received** no later than the Cure Objection Deadline by the parties listed below (the "***Notice Parties***").

Notice Parties. The Notice Parties include:

- DocuData Solutions L.C., 2701 E. Grauwyler Road, Irving, TX 75061, Attn: Suresh Yannamani (suresh.yannamani@exelatech.com) and Matt Brown (matt.brown@exelatech.com);
- co-counsel to the Debtors, (i) Latham & Watkins LLP, (A) 1271 Avenue of the Americas New York, NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com); Alexander W. Welch (alex.welch@lw.com); Hugh Murtagh (hugh.murtagh@lw.com); Adam Ravin (adam.ravin@lw.com); and Jonathan Weichselbaum (jon.weichselbaum@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@hunton.com); Ashley Harper (ashleyharper@hunton.com); and Philip Guffy (pguffy@hunton.com);

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<sup>3</sup> This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

<sup>4</sup> For the avoidance of doubt, any payment made by a Debtor to a Contract Party under a Contract or Lease prior to the effective date of the Debtors' Plan will be deducted from the Cure Amount to reduce the outstanding balance.

- counsel to the Ad Hoc Group, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose (matthew.roose@ropesgray.com) and Eric Sherman (eric.sherman@ropesgray.com); and 191 N Wacker Dr, 32nd Floor, Chicago, IL 60606, Attn: Ryan Preston Dahl (ryan.dahl@ropesgray.com) and Eric P. Schriesheim (eric.schriesheim@ropesgray.com);
- the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Whitworth (jana.whitworth@usdoj.gov) and Andrew Jimenez (andrew.jimenez@usdoj.gov);
- co-counsel to the Creditors Committee; (i) Brown Rudnick LLP, Seven Times Square, 47th Floor, New York, NY 10036, Attn: Robert J. Stark (rstark@brownrudnick.com) and Bennett S. Silverberg (bsilverberg@brownrudnick.com); and (ii) McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900 Dallas, TX 75201-1664, Attn: Charles R. Gibbs (crgibbs@mwe.com) and Marcus Helt (mhelt@mwe.com);
- counsel to the Sub-Group Lenders, Williams Barber Morel Ltd., 233 Wacker Drive, Suite 6800, Chicago, IL, 60606 Attn: Daniel R. Brown (drb@williamsbarbermorel.com); Jenner & Block LLP, 353 N. Clark Street, Chicago, IL 60654 Attn: Catherine Steege (csteege@jenner.com); and Kane Russell Coleman Logan PC, 401 Congress Avenue, Suite 2100, Austin, Texas 78701, Attn: Mark Taylor (mtaylor@krcl.com); and
- counsel to the ETI Entities, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn: Sean A. O’Neal (soneal@cgsh.com); Luke A. Barefoot (lbarefoot@cgsh.com); David Z. Schwartz (dschwartz@cgsh.com); and Brad Lenox (blenox@cgsh.com).

Pursuant to the Solicitation Procedures Order, any Cure Objection that is not timely filed and served by the Cure Objection Deadline may not be considered by the Court and may be overruled without further notice. If you fail to timely file and serve a Cure Objection, you shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amounts or claims (as defined in Section 101(5) of the Bankruptcy Code) that arose, accrued or were incurred at any time on or prior to the date of this Cure Notice on account of the Debtors’ cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates, any reorganized Debtor (a “**Reorganized Debtor**”), any assignee with respect to the Executory Contracts or Unexpired Leases, or any purchaser or transferee of the Debtors’ or Reorganized Debtors’ properties on account of the assumption and/or assignment of such Executory Contract or Unexpired Lease.

If you do not object to (a) the Cure Amount for your Executory Contract(s) or Unexpired Lease(s); (b) the ability of the Debtors to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code; or (c) any other matter pertaining to assumption, then any unpaid Cure Amount(s) owed to you shall be paid as soon as reasonably practicable after the effective date of the assumption of such Executory Contracts or Unexpired Leases.

In the event of a timely filed Cure Objection by a Contract Party regarding: (a) the amount of any Cure Amount; (b) the ability of the Debtors or the Reorganized Debtors, as applicable, to provide “adequate assurance of future performance” (within the meaning of section 365 of the

Bankruptcy Code), if applicable, under the Executory Contract(s) or Unexpired Lease(s) to be assumed; or (c) any other matter pertaining to assumption, the Court shall hear such Cure Objection and determine the amount of any disputed Cure Amount not settled by the parties at the Combined Hearing, which is scheduled to take place on June 18, 2025 at 10:00 a.m. (prevailing Central Time) in Courtroom 401, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.<sup>5</sup> The Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on such parties as the Court may order. Moreover, subject to the terms of the Plan Support Agreement, the Plan may be modified or amended, if necessary, pursuant to Section 1127 of the Bankruptcy Code, prior to, during or as a result of the Combined Hearing, without further notice to parties in interest.

The Debtors' listing of an Executory Contract or Unexpired Lease on this Cure Notice shall not be deemed or construed as (a) a promise by the Debtors to seek the assumption of such Executory Contract or Unexpired Lease, (b) a limitation or waiver on the Debtors' ability to amend, modify or supplement this Cure Notice, including by providing an updated Cure Amount for a particular Executory Contract or Unexpired Lease, which updated Cure Amount may be lower than the original Cure Amount listed for such particular Executory Contract or Unexpired Lease, (c) a limitation or waiver on the Debtors' ability to seek to reject any Executory Contract or Unexpired Lease, or (d) an admission that any Executory Contract or Unexpired Lease is, in fact, an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of the Executory Contracts and Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease. The Debtors reserve all their rights, claims and causes of action with respect to the contracts, leases and other agreements listed on the Contract Schedule.

All documents filed with the Court in connection with the above-captioned Chapter 11 Cases, including the Solicitation Procedures Order, the Disclosure Statement, and the Plan, are available for free on the case information website of the Debtors' Solicitation Agent, Omni Agent Solutions, Inc. at <https://omniagentsolutions.com/DocuDataSolutions>. You may also contact the Solicitation Agent by: (a) writing to DocuData Solutions Ballot Processing c/o Omni Agent

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<sup>5</sup> If the hearing occurs over video conference the Court will utilize GoToMeeting for the hearing. You should download the free GoToMeeting application on each device that will be used to connect to the hearing. If you choose to connect via a web browser, available literature suggests that Chrome is the preferred browser. Please note that connecting through a browser may limit the availability of some GoToMeeting features. To connect to the hearing, you should enter the meeting code "JudgeLopez". You can also connect using the link on Judge Lopez's homepage on the Southern District of Texas website. Once connected to GoToMeeting, click the settings icon in the upper right corner and enter your name under the personal information setting. In either event, audio for the Combined Hearing will be available by using the Court's regular dial-in number. The dial-in number is 832-917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Lopez's conference room number is 590153.

Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367; (b) calling the Debtors' restructuring hotline at (888) 788-6341 (domestic, toll free) or (747) 293-0001 (local/international, toll); or (c) emailing DocuDataSolutionsBallots@omniagnt.com. You may also obtain these documents and any other pleadings filed in the Debtors' Chapter 11 Cases (for a fee) at: [www.txs.uscourts.gov](http://www.txs.uscourts.gov).

**THIS CURE NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.**

Dated: May 20, 2025  
Houston, Texas

Respectfully submitted,

*/s/ Timothy A. ("Tad") Davidson II*

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**HUNTON ANDREWS KURTH LLP**

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